

Crown Commercial Service

CONSTRUCTION PROFESSIONAL SERVICES FRAMEWORK SCHEDULE 5

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020)
AND CONTRACT DATA**

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Date 1 Dec 2023

FORM OF AGREEMENT

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating amendments
January 2019 and October 2020**

Between

Defence Infrastructure Organisation (DIO), Ministry of Defence

And

WSP UK Limited

For the provision of

708907451 – Radiological Validation Monitoring Programme (December 2023 – November 2025)

at Dalgety Bay

THIS AGREEMENT is made the 1st day of December 2023

PARTIES:

1. **Defence Infrastructure Organisation, Ministry of Defence (MoD)** acting as part of the Crown (the "**Client**"); and
2. **WSP UK Limited** which is a company incorporated in and in accordance with the laws of **England** (Company No.01383511 whose registered office address is at WSP House, 70 Chancery Lane, London, WC2A 1AF (the "**Consultant**").

BACKGROUND

- (A) The Minister for the Cabinet Office (the "**Cabinet Office**") as represented by Crown Commercial Service, a trading fund of the Cabinet Office, without separate legal personality (the "**Authority**"), established a framework for construction professional services for the benefit of public sector bodies.
- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165 which is dated 3rd November 2021 (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".
- (C) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.
3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:
W1;
Option X2, X5, X18 and
Option Y(UK)3
which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.
4. This contract and the Framework Agreement is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.

5. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

Executed under hand

Signed by **REDACTED** for and on behalf of WSP UK Limited

REDACTED

Director

Signed by **REDACTED** for and on behalf of the Defence Infrastructure Organisation (DIO), Ministry of Defence (MOD)

REDACTED

Commercial Officer,

Defence Infrastructure Organisation

Professional Services Contract

Contract Data

Part one – Data provided by the *Client*

1 General The *conditions of contract* are the core clauses and the clauses for the following main option, the option for resolving and avoiding disputes and the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option A

Option for resolving and avoiding disputes W1

Secondary Options X2, X5, X18, Y(UK)3 and Z.

The *service* is Radiological Validation Monitoring Programme (December 2023 – November 2025) at Dalgety Bay

The *Client* is Defence Infrastructure Organisation, Ministry of Defence

Address for communications:

DIO Commercial – Enabling Services, Rm 1.2.02, Kentigern House, 65 Brown Street, Glasgow, G2 8EX

Address for electronic communications:

DIOComrcl-EnSer@mod.gov.uk

The *Service Manager* is REDACTED

Address for communications

DIO Tech Service - EOLM team, DIO Head Office, DMS Whittington, Lichfield, Staffordshire, WS14 9PY

Address for electronic communications

DIOComrcl-EnSer@mod.gov.uk

The *Scope* is in as detailed in 20230808 - Statement of Requirement_Dalgety Bay VAL monitoring 2023-25v1 (Annex A) and Framework Agreement RM6165.

The *language of the contract* is English.

The *law of the contract* is the law of England and Wales, and the Courts of the country selected above, shall have exclusive jurisdiction with regard to any dispute in connection with this Agreement and the Parties irrevocably agree to submit to the jurisdiction of those courts.

The *period for reply* is four weeks

The *period for retention* is 6 years following Completion or earlier termination.

2 The Consultant's main responsibilities

**If the Client has
identified work
which is set to
meet a stated
condition by a key
date**

The *key dates* and *conditions* to be met are

condition to be met

key date

As detailed in Statement of Requirement

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is 1 Dec 2023

The *Client* provides access to the following persons, places and things

- access to *access date*
- As detailed in SoR

The *Consultant* submits revised programmes at intervals no longer than one month.

**If the *Client* has
decided the
completion date
for the whole of
the service**

The *completion date* for the whole of the *service* is 26 months after commencement date, 31 Jan 2026

**If no programme
is identified in part
two of the
Contract Data**

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is N/A

4 Quality Management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is N/A

The period between Completion of the whole of the *service* and the *defects date* is N/A

5 Payment

The *currency of the contract* is the pound sterling (£).

The *assessment interval* is N/A

The *interest rate* is 3% per annum above the Bank of England base rate in force from time to time.

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is one month

6 Compensation events

If there are additional compensation events

These are additional compensation events

8 Liability and insurance

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	Period
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5,000,000 in respect of each event, without limit to the number of events except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos fire safety/cladding claims where a lower level may apply in the aggregate	from the <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination

loss of or damage to property or death of or bodily injury to a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	As required under Framework Agreement	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As required under Framework Agreement	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination
<i>The Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters, is limited to £10,000,000 in the aggregate	As required under Framework Agreement	from the <i>starting date</i> until all notified Defects have been corrected or earlier termination

Resolving and avoiding disputes

If the *tribunal* is arbitration

The *tribunal* is arbitration

The *arbitration procedure* is the London Court of International Arbitration Rules;

The place where arbitration is to be held is London

The person or organisation who will choose the arbitrator if the parties cannot agree a choice or if the *arbitration procedure* does not state who selects and arbitrator is: Institution of Civil Engineers

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement.

Address for communications:

DIO Commercial – Enabling Services, Rm 1.2.02, Kentigern House,
65 Brown Street, Glasgow, G2 8EX

Address for electronic communications:

DIOComrcI-EnSer@mod.gov.uk

The *Adjudicator nominating body* is the *Institution of Civil Engineers*

Option X2 **If Option X2 is used**
Changes in the law *The law of the project* is the law of England and Wales

Option X5 **If Option X5 is used**
Sectional Completion *The completion date* for each section of the service is
As detailed in SoR

Option X18 **If Option X18 is used**
Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £5,000,000.

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £10,000,000 in the aggregate.

The *end of liability* date is 6 years after Completion of the whole of the service.

Option Y(UK)3 The Contracts (Rights of Third Parties) Act	If Y(UK)3 is used	
	term	person or organisation
	All conditions within this contract	Dalgety Bay Sail Club

Option Z *The additional conditions of contract are:*

Contract Data relating to Z clauses *The additional conditions of contract are as selected below and as detailed in the appended Standard Boilerplate Amendments.*

Option Z2 Identified and defined terms
applies

Option Z4 Admittance to Client's Premises

applies

Option Z5 Prevention of fraud and bribery

applies

Option Z6 Equality and diversity

applies

Option Z7 Legislation and Official Secrets

applies

Option Z8 Conflict of interest

applies

Option Z9 Publicity and Branding

applies

Option Z10 Freedom of information

applies

Option Z13 Confidentiality and Information Sharing

applies

Option Z14 Security Requirements

applies

Option Z16 Tax Compliance

applies

Option Z22 Fair payment

applies

Option Z44 Intellectual Property Rights

applies

Option Z45 HMRC Requirements

applies

Option Z46 MoD DEFCON Requirements

Applies

This clause is to incorporate MoD special terms and conditions in the form of DEFCONs and DEFFORMs, below:

DEFCON 076 (Edn 11/22) - Contractor's Personnel at Government Establishments

DEFCON 501 (Edn 10/21) - Definitions and Interpretations

DEFCON 503 (Edn 06/22) - Formal Amendments To Contract
 DEFCON 513 (Edn 04/22) - Value Added Tax
 DEFCON 514 (Edn 08/15) - Material Breach
 DEFCON 520 (08/21) - Corrupt Gifts and Payments of Commission
 DEFCON 522 (Edn 11/21) - Payment and Recovery of Sums Due
 DEFCON 530 (Edn 12/14) - Dispute Resolution (English Law)
 DEFCON 531 (Edn 09/21) - Disclosure of Information
 DEFCON 532A (Edn.05/22) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)
 DEFCON 534 (Edn 06/21) - Subcontracting and Prompt Payment
 DEFCON 537 (Edn 12/21) - Rights of Third Parties
 DEFCON 538 (Edn 06/02) - Severability
 DEFCON 540 (Edn.05/23) - Conflicts of Interest
 DEFCON 550 (Edn 02/14) - Child Labour and Employment Law
 DEFCON 602B (Edn 12/06) - Quality Assurance (Without Deliverable Quality Plan)
 DEFCON 604 (Edn 06/14) - Progress Reports
 DEFCON 609 (Edn 07/21) - Contractor's Records
 DEFCON 611 (Edn 12/22) - Issued Property
 DEFCON 632 (11/21) - Third Party Intellectual Property - Rights and Restrictions
 DEFCON 649 (Edn 12/21) - Vesting
 DEFCON 656A (Edn 08/16) - Termination for Convenience (Contracts Under £5M)
 DEFCON 658 (Edn 10/22) – Cyber
Note: Cyber Risk Level – Very Low; RAR - 797870835
 DEFCON 670 (Edn 02/17) - Tax Compliance
 DEFCON 671 (Edn 10/22) - Plastic Packaging Tax
 DEFCON 703 (Edn 06/21) - Intellectual Property Rights - Vesting in the Authority
 DEFFORM 111 (Edn 10/22) – Addresses and Other Information



708907451
 -Def111_1022.doc

Further details: at <https://www.gov.uk/guidance/knowledge-in-defence-kid>

Note: Where there is a discrepancy between an NEC4 term, and a Defence Condition (DEFCON), the DEFCON will take precedence.

Option Z47 Small and Medium Sized Enterprises (SMEs)

applies

Option Z49 Change of Control

applies

Option Z50 Financial Standing

applies

Option Z51 Financial Distress

applies

Option Z52 **Records, audit access and open book data**
applies

Option Z100 **Data Protection**
applies

Option Z101 **Cyber Essentials**
applies

Other *Additional*
conditions of
contract

Part two – Data provided by the *Consultant*

1 Statements given in all contracts The *Consultant* is WSP UK Limited

Address for communications

WSP UK Limited, Canon Court West, Abbey Lawn, Abbey Foregate, Shrewsbury, Shropshire SY2 5DE

Address for electronic communications REDACTED @wsp.com

The key persons are

Name REDACTED

- Job Project Manager
- Responsibilities Project Management and Technical support
- Experience 21 years contaminated land assessment and Project Manager for Dalgety Bay 9 years (see CV)

Name: REDACTED

- Job: Project Director
- Responsibilities: Project Direction and Technical support
- Experience: 27 years contaminated land assessment (see CV)
- Name: REDACTED
- Job: Technical Director, RPA and RWA
- Responsibilities: Technical direction
- Experience: 30 years including 12 years as RPA on Dalgety Bay (see CV)

The following matters will be included in the Early Warning Register

- Timely site access
- Weather – surveys cannot be completed in storms, heavy rain, snow.
- Waste management
- Identification of elevated levels during survey

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide the Scope The Scope provided by the *Consultant* is in Client's statement of Requirement

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is in Statement of Requirement with start date 1/12/2023 and monthly surveys until 31st October 2025. Final reporting by 31st December 2025 and waste removal by 31st January 2026.

If the *Consultant* is to decide the completion date for the whole of the service

The *completion date* for the whole of the *service* is 31st January 2026

5 Payment

If the *Consultant* states any expenses

The *expenses* stated by the *Consultant* are

item	amount
Travel (mileage)	REDACTED
Subsistence and accommodation	REDACTED
Dalgety Bay Sailing Club	REDACTED
Equipment	REDACTED
Waste	REDACTED (contingency)

If Option A or C is used

The *activity schedule* is

	Activity	Date	Price £ (ex VAT)
1	December 2023 & January 2024 Survey + Q1 report	28/2/24	REDACTED
2	Feb & Mar 2024	30/4/24	REDACTED
3	Apr & May 2024 + Q2 report	30/6/24	REDACTED
4	Jun & Jul 2024 + Q3	30/8/24	REDACTED
5	Aug & Sep 2024	30/10/24	REDACTED
6	Oct & Nov 2023 + Q4 report and Annual report	30/12/24	REDACTED
7	Dec 2024 & Jan 2025 + Q5 report	28/2/25	REDACTED

8	Feb & Mar 2025	30/4/25	REDACTED
9	Apr & May 2025 + Q6 report	30/6/25	REDACTED
10	Jun & Jul 2025 + Q7	30/8/25	REDACTED
11	Aug & Sep 2025	30/10/25	REDACTED
12	Oct 2025 + Q8 report and Final Validation report + Waste disposal	31/01/26	REDACTED

PM time and QA/QC visits spread throughout the invoicing schedule

The tendered total of the Prices is £509,988.49

Resolving and avoiding disputes

The *Representatives* of the *Consultant* are

REDACTED

Address for communications 11 Westferry Circus, 3rd Floor, London, E14 4HD

Address for electronic communications REDACTED @wsp.com

REDACTED

Address for communications Canon Court West, Abbey Lawn, Abbey Foregate, Shrewsbury, Shropshire SY2 5DE

Address for electronic communications REDACTED @wsp.com

The *Senior Representatives* of the *Consultant* are

REDACTED

Address for communications

Address for electronic communications REDACTED @wsp.com

**Option X10
Information
modelling**

If Option X10 is used

N/A

**If an information
execution plan is to
be identified in the
Contract Data**

The Information Execution Plan identified in the Contract Data is [—]

Option Y(UK)1 **If Option Y(UK)1 is used**
Project bank
account

[Include if used]

The *project bank* is [_____]

named suppliers are [_____]

Data for the
Schedule of Cost
Components (used
only with Options A
and C)

The *overhead percentages* for the cost of support people and office overhead are

location	<i>overhead percentage</i>
N/A	N/A
N/A	N/A
N/A	N/A

Data for the
Schedule of Cost
Components (used
only with Option A)

The *people rates* are:

Name/Job Title	Rate
REDACTED – Project Manager	£ REDACTED /hr
REDACTED – Project Director	£ REDACTED /hr
REDACTED – Technical Director/RPA/RWA	£ REDACTED /hr
Consultant	£ REDACTED /hr
Assistant	£ REDACTED /hr